IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE P.R.RAMAN
&
THE HONOURABLE MRS. JUSTICE K.HEMA

TUESDAY, THE 12TH JUNE 2007 / 22ND JYAISHTA 1929

WP(C).No. 17514 of 2007(I)

PETITIONER:

NAMBI NARAYANAN, AGED 84 YEARS,
S/O. NARAYANAN, KIZHANGATIL HOUSE,
KADAMATTOM KARA, ERNAKULAM DISTRICT.

BY ADV. SRI.P.SANJAY
SRI.C.K.AJAYAKUMAR

RESPONDENTS:
---

1. THE CIRCLE INSPECTOR OF POLICE,
PUTHENCRUZ, ERNAKULAM.

2. KRISHNANKUTTY, AGED ABOUT 58 YEARS,
S/O. KUNJU, KIDACHIRA, KADAMATTOM,
ERNAKULAM DISTRICT.

GOVT. PLEADER SRI.P.A.SALIM

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 12/06/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

WPC.17514/2007

APPENDIX

PETITIONER'S EXHIBITS:

EXHIBIT P1: COPY OF SETTLEMENT DEED (TITLE DEED) DT.4.4.1968

EXHIBIT P2: COPY OF TAX RECEIPT.

EXHIBIT P3: COPY OF AGREEMENT BETWEEN THE PETITIONER AND WOOD MERCHANT NAMED BABU DATED 28.4.2007.

EXHIBIT P4: COPY OF RECEIPT ISSUED BY THE petitioner DATED 28.4.2007.

EXHIBIT P5: COPY OF WRITTEN COMPLAINT BY THE PETITIONER BEFORE THE FIRST RESPONDENT.

/TRUE COPY/

PA TO JUDGE

P.R.RAMAN & K.HEMA, JJ.

W.P.(C).NO. 17514 OF 2007

Dated this the 12th day of June, 2007

JUDGMENT

Raman, J.

The petitioner is engaged in small scale rubber plantation. According to him, his family is dependent upon the him for their livelihood and the only source of livelihood is the income from the plantation. He entered into an agreement with one Babu to slaughter the rubber trees and clear the property, so that the petitioner could replant the area. It is alleged that the second respondent is causing obstruction to the cutting and removing of the trees. It is the further case that the second respondent had initially approached the petitioner for obtaining the contract for cutting the rubber trees. But the petitioner could not agree to the terms and therefore, that agreement did not materialise. Thereafter an agreement was entered into with Babu. It is contended that in such circumstances, the second respondent has no manner of right to obstruct the cutting and removal of trees.

2. Notice was served by special messenger to the second respondent, but he did not chose to enter appearance. The learned

Government Pleader appearing on behalf of the first respondent submitted that there was an agreement with the second respondent earlier, but it was not materialised. Subsequently, the petitioner entered into an arrangement for cutting and removal of trees with Babu. It is also submitted that pursuant to the complaint received from the petitioner, parties were called and the second respondent submitted that he will not cause any obstruction to the petitioner's work and as such at present there is no obstruction. It is submitted by learned counsel for the petitioner that there is no agreement at all with the second respondent at any point of time and the parties cannot argue regarding the terms as such no agreement materialised. Though notice was served on the second respondent, he did not appear and as such, the averments made in the Writ Petition is to be accepted.

3. In the above facts and circumstances of the case, if there is any obstruction to the cutting and removal of the rubber trees by the petitioner or his agent or his contractor from his own rubber plantation, from the second respondent or anybody under him, the petitioner shall file a written complaint before the second

respondent and the second respondent shall afford adequate protection to the petitioner so as to enable him to carry on with the work.

The Writ petition is disposed of as above.

P.R.RAMAN, JUDGE

K.HEMA, JUDGE

vgs.